

**ROHLFING & STONE**  
ATTORNEYS AT LAW

August 31, 1998

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**Marcie R. Hill**  
Senior Vice President  
Director, National Broadcast & Buying  
PentaCom  
2600 W. Big Beaver  
Suite 500  
Troy, Michigan 48007

**Re: Extension of Jeep Aloha Bowl Sponsorship Agreement**

Dear Ms. Hill:

This will confirm Chrysler Corporation's extension of the "Jeep Eagle Aloha Bowl Sponsorship Agreement" dated January 8, 1996 (the "Agreement"), as modified by this letter agreement, for the 1999, 2000, 2001, and 2002 Jeep Aloha Bowls.

The Agreement shall be modified as follows:

1. Effective immediately, all references throughout the Agreement to Chrysler Corporation's "Jeep Eagle Division" and to "Jeep Eagle" are changed to Chrysler Corporation's "Jeep Division" and to "Jeep." In this regard, the parties are agreed that JEEP shall have no obligations hereunder with respect to any year's Aloha Bowl not televised live by ABC TV on a date agreed upon by JEEP, ASI, and ABC TV and that in such event ASI will cause all sponsorship fees paid by JEEP hereunder with respect to such year's Aloha Bowl to be refunded to JEEP.
2. Effectively immediately, all references throughout the Agreement to the "Jeep Eagle Aloha Bowl" are changed to the "Jeep Aloha Bowl."
3. Effective January 1, 1999, the fourth paragraph of the recitals on page one of the Agreement is modified completely to read as follows:

"WHEREAS, JEEP desires to become the title sponsor of the 1999, 2000, 2001, and 2002 Jeep Aloha Bowls and further desires the option to become the title sponsor of the 2003 Jeep Aloha Bowl and ASI desires to grant JEEP the title sponsorship of the 1999/2000/2001/2002 Jeep Aloha Bowls and desires to grant JEEP the option to be the title sponsor of the 2003 Jeep Aloha Bowl in accordance with the following terms and conditions;"

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4. Effective January 1, 1999, all references throughout the Agreement to the "1996 Jeep Eagle Aloha Bowl" are changed to the "1999 Jeep Aloha Bowl."
5. Effective January 1, 1999, the references to "1997/1998 and the 1999 option year" in Section 1., entitled The Jeep Aloha Bowl, on pages one and two of the Agreement, are changed to "2000/2001/2002 and the 2003 option year."
6. Effective January 1, 1999, all references throughout the Agreement to the "1996/1997/1998 Jeep Eagle Aloha Bowls" and to "1996/1997/1998" are changed to the "1999/2000/2001/2002 Jeep Aloha Bowls" and to "1999/2000/2001/2002."
7. Effective January 1, 1999, Section 2., presently entitled "Title Sponsorship," on page two of the Agreement, is modified completely to state:

2. The Jeep Aloha Bowl. Subject to the terms and conditions set forth herein, ASI hereby grants to JEEP the exclusive title sponsorship of the 1999/2000/2001/2002 Jeep Aloha Bowls. In this regard, ASI agrees that during the term of this Agreement, the Aloha Bowl shall be known as "The Jeep Aloha Bowl" or such other title designation as JEEP and ASI might agree. Any change of name for the title sponsorship shall be made by December 31 of each calendar year prior to the December 25 game of the following year. Therefore, if the 1999 game is to bear a name other than "Jeep," JEEP will notify ASI on or before December 31, 1998.

8. Effective January 1, 1999, Section 6., entitled "Sponsorship Fee," on page five of the Agreement, is modified completely to state:

6. Sponsorship Fee. In consideration of the benefits received hereunder, JEEP agrees to pay ASI or designated media outlet a Sponsorship Fee of Nine Hundred Thousand (\$900,000) net for 1999, together with an additional 4.166% for the State of Hawaii General Excise Tax. The Sponsorship Fee for each subsequent year shall increase two percent (2%) each year from the previous year. JEEP, at its option, may elect to sponsor the 2003 Jeep Aloha Bowl at a cost to be determined. The payments shall be made as follows:

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- (a) Two Hundred Fifty Thousand (\$250,000) to be paid by April 1 of each year beginning 1999.
  - (b) The balance of the total payment due for that year to be paid on or before December 1, of each year beginning 1999.
  - (c) If the option is executed the payment will be determined.
- 8. Effective immediately, the reference to "JEEP EAGLE, Michael Meinert, Chrysler Corporation, 12000 Chrysler Road, Highland Park, Michigan 48288-1919 (copy to) Marcie Hill, PentaCom, Troy, Michigan" in Section 8., entitled "Notices," on page six of the Agreement, is changed to:
  - JEEP                      Mr. Lee Wilson  
                                 Vice President/Director of Jeep Planning  
                                 PENTACOM  
                                 2600 W. Big Beaver  
                                 Suite 500  
                                 Troy, Michigan 48007
- 10. Effective January 1, 1999, the reference to the "1998 Jeep Eagle Aloha Bowl" in Section 9. entitled "Term of Agreement," on page six of the Agreement, is changed to the "2002 Jeep Aloha Bowl."
- 11. Section 10., entitled "Option/Right of First Refusal," on pages six and seven of the Agreement, is modified as follows:s

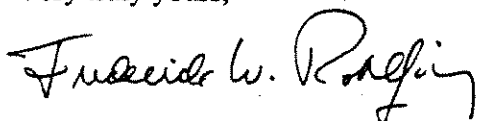
10. Option/Right of First Refusal. ASI agrees that JEEP shall have an exclusive option to renew its title sponsorship for the 2003 Jeep Aloha Bowl for a period of thirty (30) days after the conclusion of the 2002 game. All terms and conditions for the 2003 game shall be consistent with the terms and conditions outlined in this Sponsorship Agreement, including the total sponsorship fee as noted in Paragraph 6. It is further agreed by ASI that JEEP shall have a right of first refusal for the title sponsorship of the 2003 game known as the Jeep Aloha Bowl. In this regard, ASI agrees it shall not enter into a title sponsorship agreement with any third party without

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first according to JEEP, the right to equal such third party's offer. This right of refusal shall exist for thirty (30) days after the 2002 game. In the event JEEP fails to equal such offer during this period, ASI shall have no further obligations to JEEP with respect to any offers made to or by ASI for the 2003 bowl game's title sponsorship and ASI shall be free to enter into a title sponsorship agreement with any such third party.

If Chrysler is in agreement with these modifications, please have an authorized agent sign in the space provided below, and forward the original back to me. A signed copy is enclosed for your records.

Very truly yours,



Frederick W. Rohlfs III  
Attorney and authorized agent for Aloha Sports Inc.

FWR:dmn

c: Marcia Klompus  
Board of Directors

ACCEPTED AND AGREED:

Chrysler Corporation

By Marcie R. Hill as agent for Chrysler Corporation  
Marcie R. Hill  
Its authorize agent